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The Solicitors' Journal

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Current Topics.

Temporary Commissioners.

THE suggestion put forward by Lord ATKIN before the Royal Commission on King's Bench business that, with the view of overtaking and disposing of arrears of work, temporary Commissioners should be appointed just as they are appointed to deal with cases on circuit, is well worthy of careful consideration. The advantages accruing from the occasional appointment of Commissioners on circuit in enabling the work to be speedily despatched has long been recognised. Indeed, the inclusion of certain members of the Bar in the commissions of assize along with the judges of the various courts is almost coeval with our judicial system. For centuries, it is true, only the Serjeants-at-Law were conjoined with the judges, but upon the exclusive privileges of that ancient race various inroads were made during the nineteenth century, one of them being the abolition of their monopoly in this particular distinction. By the Statute 13 & 14 Vict., c. 25, it was enacted that "any person being one of Her Majesty's Counsel learned in the law, or being a barrister-at-law having a patent of precedence, may be named in any commission for the despatch of civil or criminal business at any county or place or upon any circuit in England and Wales, or either of them, although such person be not of the degree of the coif; and any such person shall and may, under any commission in which he shall be so named, be and act as a judge or commissioner of assize, as fully to all intents and purposes as if, at the time of the issuing of such commission, and since, he had been of the degree of the coif, any law, custom or usage to the contrary notwithstanding." Dealing, as he was, with a usage of several centuries' standing, the draftsman obviously considered it essential to make his meaning clear beyond a peradventure, hence the multiplication of words asserting that the new kind of Commissioners should possess all the powers of the then Serjeants. Some years later—by s. 7 of the Judicature Act, 1884—now reproduced in s. 70 of the Judicature Act, 1925, county court judges might be named as commissioners of assize, and on various occasions they have in fact acted under this power. The same section of the Act of 1925 confers the like jurisdiction on ex-judges of the Supreme Court if they consent to act. In practice, the work of temporary Commissioners has been on the various circuits, and not in London, but s. 70 of the Act of 1925, already referred to, enables His Majesty, by commission of assize or any other commission, to assign to those named therein the duty of trying and determining "within any place or district specially fixed for that purpose by the commission" any causes or matters, and it would therefore seem that such commissions might be issued, if thought expedient, for London; but if the general words quoted above are to be construed as applying only to places outside the Metropolis, specific statutory authority for the appointment of Commissioners to act in London could be obtained without difficulty. No doubt a permanent addition to the ranks of the judiciary would be the most effective method of dealing with the periodical congestion in the courts, but, failing this—and possibly the Chancellor of the Exchequer may have to be reckoned with—the appointment of temporary Commissioners for London, as suggested by Lord ATKIN, is the next best remedy for the evil of which complaint is made.

The Circuit System: Mr. Justice Atkinson.

IN the course of evidence given before the Royal Commission on the Dispatch of Business at Common Law on Friday, 12th April, ATKINSON, J., who said that he was not asking that there should be more assize towns but was making a plea for the retention of existing ones, made a number of suggestions for improving the working of circuits. Cases triable at quarter sessions should be tried there and justices should be reminded by a circular issued by the Home Office that the mere fact that the next assize would be held before the next quarter sessions was no reason for committing cases to the former. The adoption of this plan would mean a substantial relief to the judges on circuit. Allusion was made to the existing practice whereby dates are fixed for all assize towns without any information regarding the work to be done and to its inevitable effects of too much time being allotted to one place, too little to another and to dates being given to places where there is no work at all. The learned judge suggested that in the first instance only the date for the opening of the circuit should be fixed and every civil case should be entered 14 days before that date, except in the cases of Leeds, Manchester, Liverpool, Cardiff and Birmingham, and of the last assize town on other circuits. The judge could then fix the Commission dates in the light of these entries and the number of committals in each town. Further committals should be to the nearest town where an assize was to be held. The time for notices to jurors should be shortened to eight days. In regard to the general position the learned judge pointed out that in any endeavour to facilitate justice nothing should be done to impair the facilities for obtaining justice and denied that the circuit system as at present constituted involved loss of judicial time. The present system got far more sitting hours out of a judge in a given period of time that if he were sitting in London. The advantages of dealing with cases locally were insisted on from the view points of juries, litigants and prisoners. The learned judge was opposed to any increase in the jurisdiction of county courts.

Jurisdiction of the County Court.

JUDGE HILDYARD, K.C., who gave evidence on the same day, expressed opposition to the extension of county court jurisdiction to include cases of libel, slander and breach of promise. Increase in the limit of the jurisdiction was not objected to, but it was thought that the assize courts would not be relieved to any great extent unless the jurisdiction in "running down" cases was made almost unlimited. Attention was drawn to the volume of work now performed

by county court judges and it was intimated that relief of congestion in the King's Bench Division might well lead to congestion in the county courts. Addition to the work of the county court judges should be balanced by the withdrawal of some of the present work. Of the two means alluded to, an increase in the number of judges and an enlargement of the registrar's jurisdiction, the latter was preferred and it was suggested that the registrars should have power to make committal orders in judgment summonses. The alteration of the dates of quarter sessions to suit the assizes were not objected to, but if much more work was to be done at the sessions the appointment of chairmen with legal experience as quasi Recorders should, it was thought, be considered. It was suggested that appointment to county court judgeships might, perhaps, carry with it the office of chairman of quarter sessions.

Divorce Jurisdiction.

Sir Ellis Hume-Williams, K.C., gave reasons for his opposition to the disappearance of the Divorce Court as a separate entity. The existing organisation comprised a body of registrars who now decided in the first instance questions which, the witness said, he had often known to be more bitterly fought than the divorce itself—alimony, permanent maintenance and custody of children. It was essential that the judge, to whom appeal lay, should be thoroughly accustomed to the practice which was somewhat intricate. Sir Ellis, who expressed the view that the practice of common law judges trying divorce cases at assizes needed drastic alteration, favoured the appointment of a commissioner of divorce. The existing practice varied with every judge and instead of being alert to discover collusion—the witness said it with respect to a judiciary which he considered the finest in the world—many of their lordships seemed to be ignorant of the meaning of the word. Disapproval was expressed of the suggestion to transfer probate work to the Chancery Division.

Appeals from Clearance Orders.

The importance of the question recently considered by the Standing Committee of the House of Commons now occupied with the Housing Bill suggests that the matter should be brought to the attention of readers at the earliest opportunity, although no decision has, at the time of writing, been reached. The insertion of a new clause into the Bill to give property owners a right of appeal to the county court against clearance orders was moved. It was said that the inquiries held by the officials of the Ministry of Health into applications for clearance orders were not wide enough in view of the fact that the result of an inquiry might be that property was taken away from an owner who had no opportunity to appeal. The medical officer and the sanitary inspector were the prosecutors, the evidence was given before a Ministry of Health official, and the Minister of Health acted as the judge. It was alleged that it could have been proved before county court judges that many houses that were included in clearance schemes were as good as those that had been exempted. The denial of a right to appeal to the courts in such a matter was, another speaker suggested, equivalent to the continental system under which any case in which the government was concerned was put into the hands of a tribunal not independent of government interference and control. The Minister was not in the position of an arbitrator at all. No attack was intended upon the Ministry of Health officials, who were men of honour, but it was suggested that the present system involved, in effect, an appeal from Cæsar to Cæsar all the way up the scale. On the other hand, it was argued, against the insertion of the clause, that the existing inspectors were more likely to give a fair and just opinion as between property owners and the local authorities than county court judges. No justifiable complaints have been brought against the present procedure. Another speaker noted that local authorities had been turned down as often as property owners as the result of Ministry of Health inquiries. Sir Donald Somervell, the Solicitor-General, urged that the question which had to be decided between a local authority and a property owner was not the sort of question that was particularly appropriate for judicial procedure The question whether a house was fit for habitation was one of policy and depended upon public opinion. Without saying anything derogatory of the county court judges the Solicitor-General suggested that it did not seem right that an appeal should be given to the county court against the decision of a responsible Minister of the Crown, and that there should be no other appeal.

The Alternatives.

It is important that the real factors of the situation be grasped. Recent correspondence to *The Times* has suggested, on the one hand, that in dealing with applications for clearance orders the Ministry of Health fills the roles of both plaintiff and judge and, on the other, that Parliament, not the Minister of Health, initiates the attack on the slums and entrusts the execution of that attack to the local authorities. The latter, it is therefore urged, are the plaintiffs, and it is the Minister's function to hold the balance evenly between local authorities and property owners. Neither of these views, in our opinion, presents a correct statement of the position. Parliament admittedly initiates legislation under which a housing policy is effected, and is thus an essential factor, but the real initiative rests with the executive, and it is the government, not Parliament, which formulates the policy. The connection between the Ministry of Health whose political head is, at the moment, a Cabinet Minister, and the carrying out of legislation based on government policy cannot be disregarded, although it is not such as to constitute the Ministry's officials plaintiffs and judges, nor is it, indeed, necessarily inconsistent with a fair administration of the Housing Acts. In theory the determination of such matters as arise between owners of property and those whose duty it is to administer the Acts might well be left to a judicial body wholly independent of the executive, and the existing plan under the Housing Act, 1930, whereby the determination of appeals affecting individual houses rests with the county courts, while clearance areas as a whole are dealt with by the Minister, is open to an objection on the ground of inconsistency. But it would be idle to ignore the difficulties to which the conceding to each owner of a house in a clearance area of a right of appeal to a county court would give rise. A writer to *The Times* points out that the clearance schemes under the Housing Bill embrace over 200,000 houses. "This new clause," the latter continues, "would impose on the county courts the duty of deciding on the facts of each individual house, as a separate case, in any number of appeals up to their maximum limit. Already the county courts are burdened to the limit of their powers. If this clause is carried there will not only be a breakdown of the county court system, but the whole of the slum clearance proposals will become unworkable." As things are, slum clearance involves the exercise of judicial functions by executive officers. The urgency of the former, which no reasonable person is likely to deny, is pitted against the maintenance of an invaluable constitutional principle which is being more and more encroached upon, namely, that judicial powers should be exercised only by persons independent of the executive.

Rating Empty Property.

A memorandum on the rating of empty properties, recently prepared by a Special Committee of the Land Union, refers to the recommendation of the Finance Committee of the London County Council, in accordance with which it is proposed to promote legislation at an early date for rating empty property to the extent of one-fourth of the rate subject to an exemption for six months of houses recently erected. The conclusions of the Liberal Land Committee of 1913 which, "although admittedly partisan," contained a strong recommendation

that the rate on a vacant house should in no case exceed one penny in the pound of its site value are cited, and it is pointed out that the developer of an estate, who makes the new roads and sewers, and himself or his lessees erect houses or shops, relies on the fact that until the buildings are occupied no rates are payable in respect of them. The committee of 1913 suggested that to levy a higher rate than a penny a pound on empty houses " might have indirectly a bad effect upon the supply of capital for building." The Special Committee of the Land Union urges that an established principle of rating is that rates are not a charge on the property but purely a personal claim on the occupier, whether owner or tenant. The corollary of this is, of course, that unoccupied property is not a proper subject for rating. It is further urged that if substantial rates are imposed on empty properties, the almost inevitable result will be that owners will be forced to accept lower rents to secure income to meet the rates demanded. Lower rents lead to lower rateable values, which again, lead to a lower standard of rateable value in the neighbourhood. This, in turn, involves a higher poundage of rate. " We believe," the memorandum says, " that the proposed change would defeat its own object, and would be of advantage neither to the ratepayer nor the local authorities themselves ; moreover, we are further of opinion that the practical difficulties of administration of any such proposals would prove to be insuperable."

The Problem of Noise.

Section 30, sub-s. (1), of the Road Traffic Act, 1930, empowers the Minister of Transport to make regulations, *inter alia*, in regard to " excessive noise owing to the design or condition of [a] vehicle, or the loading thereof " (*ibid.*, para. (*c*)), and various regulations have been made thereunder. Thus para. 16 of the Motor Vehicles (Construction and Use) Regulations, 1931 (S.R. & O. 1931, No. 4)—now to be read with subsequent modifications and amplifications of that and the two succeeding years—requires a silencer or its mechanical equivalent to be fitted when an internal combustion engine is employed, while the same regulations prohibit excessive noise arising from defects (including those of design and construction), lack of repair, faulty adjustment or loading (para. 69), or the use on the road of any motor vehicle so as to cause any excessive noise which could be avoided by the exercise of reasonable care on the part of the driver (para. 70). Presiding at a recent lecture given before the Royal Society of Arts, Mr. Hore-Belisha foreshadowed the possibility of a great advance on the present regulations if a definite standard of noise could be established. Reference was made to the committee of experts which, under the chairmanship of Sir Henry Fowler, has been in session for several months with the object of reporting on the principal causes of noise due to the operation of road vehicles and the steps which can be efficiently taken to limit it ; and there was, it was said, every indication that its scientific labours would result in the establishment of a certain standard of noise. The Ministry of Transport looked to the labours of the committee to make it possible to remove the regulations on the subject from the sphere of opinion to the sphere of fact. The replacement of trams by trolley buses was mentioned as a factor making for less noise, and it was pointed out that the institution of the silent zone had not increased accidents. In our opinion the benefits of the silent zone are likely to be felt far beyond the limits of its operation. Drivers who at one time sounded their horns at the slightest provocation, being compelled at times to abandon this method of road clearance, form habits of moderation to the great benefit of others. Much, however, could be done under the existing regulations, and, if offenders were promptly and severely dealt with, it is probable that the nuisance could be all but eliminated without further statutory enactment. That the authorities are not idle in the matter is, however, clear from the fact that over 8,000 convictions were obtained last year for offences connected with noise.

Road Accidents Statistics.

Road accident figures have not before been dealt with in this column and the subject would not now be mentioned but for the fact that the latest returns can hardly be regarded as otherwise than indicative of the effects of the 30 miles-an-hour speed limit imposed in built-up areas by the Road Traffic Act, 1934. Moreover, the weekly figures now published are susceptible of a two-fold comparison, with those of the previous week, and (a more valuable feature) those of the corresponding week in the previous year. The latest returns are distinctly encouraging. During the week ending 6th April the number of deaths was eighty-five compared with 100 of the week before and 126 of the corresponding week a year ago. The number of injured during the same periods were respectively 3,185, 3,145 and 4,035. The number of deaths in the Metropolitan area is instructive. During the week ending 6th April fifteen were killed, while during the two previous weeks the numbers were sixteen and thirteen. During the three weeks since the speed limit came into force the number of deaths in the Metropolitan area has, it is stated, been lower than in any earlier week. On the whole, figures from the provinces are encouraging, though a decrease in fatalities and injuries on comparing this and last year's figures for the week has not in all cases been recorded.

Poor Person Appeals.

The Times of 10th April contains some important observations made by Roche, L.J., with regard to the duty of Poor Person Committees granting litigants certificates to appeal to the Court of Appeal as poor persons. The applicant in the case in question had appeared in the county court as an ordinary litigant and, having failed in the action, applied for and obtained a poor person certificate for the purpose of appealing. By the County Court Rules, Ord. 16, r. 31 (*e*), such an appeal can only be prosecuted by leave of the judge or of the Court of Appeal. No such leave had been obtained before the appeal was set down, and, on an application being made when the case was called on, leave was refused. Roche, L.J., observed that it was the duty of Poor Person Committees, before authorising a litigant to appeal to the Court of Appeal from a county court, to satisfy themselves that the appropriate leave to appeal had been obtained.

Recent Decisions.

In *Re Eighmie ; Colbourne* v. *Wilks* (*The Times*, 10th April), Eve, J., held that, in determining the value of a legacy of $10,000, or the equivalent thereof in sterling, at current rates of exchange, given by one who had property in this country and in the United States to an English charity, the proper day upon which the rate of exchange ought to be ascertained was on the expiration of one year from the testatrix's death. The gift was to the governing body of a certain church for the purpose of keeping a burial ground and monument in repair and the maintenance of the church and the decorations thereof. The grave in question was in a cemetery vested in a borough council and did not, as the testatrix thought, belong to the church. This was a good charitable bequest and the legacy was, it was held, payable to the vicar and churchwardens as trustees, to divide equally between the church, and the borough council as owners of the burial ground.

In *Lilley and Skinner, Ltd.* v. *Essex County Valuation Committee* (*The Times*, 12th April) it was held in a case in which it was admitted that an hereditament was not over assessed for rating purposes that the fact that other properties were under assessed was irrelevant. The case of *Ladies' Hosiery and Underwear Ltd.* v. *West Middlesex Assessment Committee* [1932] 2 K.B. 679, governed the matter, and the court could not substitute for the correct figure another figure which was admittedly inaccurate. Nor did the court accede to the argument that it was unlawful to revalue and increase the assessments on shop property without, at the same time, subjecting dwelling-houses to a similar process.

Company Pretending to be a Solicitor.

THE first prosecution under the Solicitors Act, 1934, which came into force on 31st July, 1934, was held at Clerkenwell Police Court on 15th April, 1935, when Horace Copping and Co. Ltd., Assessors, and their servant, John Morley, received fines of £10 and £5 5s. costs, and 40s. and 21s. costs respectively, for infringements of the Act.

The Act consists of two sections, the first of which imposes a liability on summary conviction to a maximum fine of £100 on a body corporate for every act done by it or by any director, officer or servant thereof, of such a nature or in such a manner as to be calculated to imply that the body corporate is qualified, or recognised by law as qualified, to be a solicitor. The maximum fine to which a director, officer or servant of the corporation is liable is £10 for each offence. For the removal of doubt, it is declared that the prohibition applies in particular to the following sections of the Solicitors Act, 1932: s. 45 (prohibiting unqualified persons to act as solicitors in any of the courts); s. 47 (prohibiting unqualified persons to prepare for reward certain instruments); s. 48 (prohibiting unqualified persons to prepare for reward certain documents for the purposes of the Land Registration Act, 1925); s. 49 (prohibiting unqualified persons to act for reward in preparation of papers for probate, etc.); and s. 51 (1) (prohibiting any solicitor to act as agent for an unqualified person so as to enable such person to act as a solicitor in any action or matter).

A manager of one of the offices of the defendant company had written a letter on the company's notepaper containing these words: "We shall be glad to receive a reply to our letter, failing which we shall have no option but to commence proceedings." The letter was written on behalf of a person for whom the company was acting. The manager gave evidence that he wrote the letter at the request of that person and without the knowledge or authority of the company. He meant the letter to mean that he would advise that a solicitor should be consulted.

Mr. Bertrand Watson said that the letter clearly pretended that the company had power and were qualified to act as solicitors. He also pointed out that a distinction existed between the 1934 Act and that of 1932, because s. 46 of the former imposes a penalty on any person who, not having in force a practising certificate, wilfully pretends, or takes or uses any name, title, addition or description implying that he is qualified or recognised by law as qualified to act as a solicitor, while in the latter Act no such word as "wilfully" or "knowingly" is used.

With regard to the latter point, it should be noted that it was unsuccessfully argued in *Law Society* v. *United Service Bureau Ltd.* [1934] 1 K.B. 343; 77 SOL. J. 805, 815, that "wilfully" involves some *mens rea* which a corporate body cannot have. Mr. Justice Avory held that that point failed and that a corporate body might be guilty of "wilfully" pretending to be a solicitor within s. 46 of the 1932 Act. The omission of the word from the 1934 Act now makes assurance doubly sure.

The learned magistrate also distinguished the case of *Adams* v. *Camfoni*, 44 T.L.R. 832, in which a Divisional Court refused to disturb a magistrate's finding that an infringement by an errand boy of s. 4 of the Licensing Act, 1921, was committed against orders and not in the course of performing any duty delegated to him. The prohibition in that case forbade any person "by himself or by any servant or agent" to supply intoxicating liquor otherwise than during the permitted hours, and no fine was imposed owing to the fact that there was no evidence from which the magistrate could infer that the errand boy was acting as servant or agent of the defendants.

It will be remembered that the Solicitors Act, 1934, was passed as the result of the decision in *Law Society* v. *United Service Bureau Ltd.*, *supra*, in which Mr. Mead, the magistrate at Marlborough-street Police Court, had held that a limited company could not be guilty of an offence under s. 46 of the Solicitors Act, 1932. The Divisional Court upheld that finding on the ground that a limited company, though a person in law, was not a person who can have in force a practising certificate as a solicitor. Mr. Justice Avory said: "It is clear beyond possibility of argument that a corporate body cannot pass the final examination provided for by the Act, and therefore cannot apply to be admitted as a solicitor, or be so admitted within s. 3 of the Act." In an *obiter dictum* in his judgment in that case Lawrence, J., expressed the view that a company could not be formed legally to carry on a solicitor's business or to derive profits therefrom. It is now clear from the express terms of the Solicitors Act, 1934, that it is illegal for a body corporate to act in such a manner as to imply that it is qualified to act or recognised by law as qualified to act as a solicitor, and the law on this important point is thus now declared beyond all shadow of doubt.

Voluntary Transfers and Resulting Trusts.

THE recent case of *Re Vinogradoff* [1935] W.N. 68, calls attention to the law regarding the effect of the purchase of investments in the joint names of the person supplying the purchase money and another.

The general rule is that where a person purchases property of any kind and has the property transferred into the names of himself and another (not being his wife, child or adopted child), there is a resulting trust in favour of the person providing the money. That there is a resulting trust in such a case rests upon presumption, which may be rebutted: *Rider* v. *Kidder* (1805), 10 Ves. 360.

The rule applies equally where a person has made a voluntary transfer into the joint names of himself and another (*Standing* v. *Bowring* (1885), 31 Ch. D. 282), and also where there has been a voluntary transfer into the name of another person alone: *Re Howes*, *Howes* v. *Platt* (1905), 21 T.L.R. 501.

In *Standing* v. *Bowring*, *supra*, Cotton, L.J., stated the law as follows: "The rule is well settled that where there is transfer by a person into his own name jointly with that of a person who is not his child or his adopted child, then there is *primâ facie* a resulting trust for the transferor. But that is a presumption capable of being rebutted by showing that, at the time, the transferor intended a benefit to the transferee."

It will be observed that the presumption of a resulting trust does not arise where the transfer or purchase is in the joint names of the person owning the property or paying the purchase price and his wife or child or adopted child, or in the name of such wife or child alone. In all such cases there is a presumption of a gift or advancement. The exception includes persons towards whom the person making or causing the transfer is *in loco parentis* and not only to adopted children in the strict sense.

In *Rider* v. *Kidder*, *supra*, it was sought to extend the exception in favour of a woman who had co-habited with a man who purchased a sum of stock in her name alone and allowed her to receive the dividends. It was held, however, that no presumption of a gift arose from the relationship of the parties and that there was a resulting trust to the estate of the donor, there being no evidence rebutting the *primâ facie* presumption.

It is somewhat curious that where a mother transfers or causes to be transferred property to a child or jointly to a child and herself there is no presumption of a gift, and in the absence of evidence showing that a gift was intended there is a resulting trust, and that is so even though the mother is a widow.

In *Bennet* v. *Bennet* (1879), 10 Ch. D. 474, the facts were that a widow had raised by mortgage of her own property a sum of money and paid it to her son to enable him to discharge certain obligations of his. The son having died,

the mother claimed to be a creditor in his estate, and it was contended that there was a presumption of a gift or advancement to the son, and in the absence of evidence rebutting that presumption, the mother could have no claim. Jessell, M.R., in his judgment, said: "The doctrine of equity as regards presumption of gifts is this, that when one person stands in such a relation to another that there is an obligation on that person to make a provision for the other, and we find either a purchase or investment in the name of the other, or in the joint names of the person and the other, of an amount which would constitute a provision for the other, the presumption arises of an intention on the part of the person to discharge the obligation to the other; and therefore, in the absence of evidence to the contrary, that purchase or investment is held to be in itself evidence of a gift." His lordship proceeded to point out that a mother (although a widow) was under no such obligation to make a provision for her son, "and therefore when a mother makes an advancement to a child, that is not of itself sufficient to afford the presumption in law that it is a gift, because equity does not presume an obligation which does not exist." His lordship, however, added later in his judgment that "in the case of a mother—this is the case of a widowed mother—it is easier to prove a gift than in the case of a stranger; in the case of a mother very little evidence beyond the relationship is wanted, there being very little additional motive required to induce a mother to make a gift to her child." See also *Re Orme, Evans* v. *Maxwell* (1883), 50 L.T. 51.

Whilst the presumption of a gift arises where there is a purchase by a man in his wife's name, there is no corresponding presumption where a wife has purchased or transferred property in the name of or to her husband. In such cases there is *primâ facie* a resulting trust to the wife.

Like all other legal presumptions, those to which reference has been made may be rebutted by evidence, and all the circumstances existing when the transfer or purchase was made will be considered. Evidence is therefore admissible of statements or declarations made at the time of the purchase or transfer or before that time, but *post facto* statements are not admissible (see *Sidmouth* v. *Sidmouth* (1840), 2 Beav. 447; *Forrest* v. *Forrest* (1865), 11 L.T. 763; *Re Gooch* (1890), 62 L.T. 384).

The case which led the writer to consider this subject again, *Re Vinogradoff, supra*, raised an interesting point.

By her will a testatrix appointed the plaintiffs to be her executors, and, after bequeathing various legacies, she gave a life interest in her residuary estate to her daughter, the defendant Helen Lee. The testatrix died in 1934. In 1926 the testatrix had transferred a sum of £800 War Loan, then standing in her name, into the joint names of herself and the defendant, Laura Huth Jackson, a daughter of Helen Lee, then of the age of four years, who lived in the house of and was provided for by her parents. The testatrix continued to receive the income of the War Loan for her own benefit during her lifetime. A summons was issued by the executors to determine whether the defendant, Laura Huth Jackson, had any, and if so, what beneficial interest in the £800 War Loan, and for an order that the right to call for a transfer of the War Loan should vest in the plaintiffs.

It does not seem to have been suggested that the testatrix was *in loco parentis* to her grand-daughter, and there appears to have been no evidence offered to endeavour to rebut the presumption of a resulting trust of the War Stock, but a very ingenious contention was advanced on behalf of the grand-daughter founded upon s. 20 of the Law of Property Act, 1925. That section enacts that "The appointment of an infant to be a trustee in relation to any settlement or trust shall be void but without prejudice to the power to appoint a new trustee to fill the vacancy." It was argued that there could be no resulting trust because the infant grand-daughter could not be a trustee; by reason of s. 20 the presumption had been changed, as the testatrix must be taken in law to have known of the provisions of that section and, knowing that, she could not have intended to transfer the stock into the name of the transferee as trustee, since the result of giving effect to the presumption would be to make the appointment void. Farwell, J., was not convinced by that contention, and said that, in his judgment, to accept it would be taking the effect of the section much too far; in his lordship's opinion it was not intended and did not operate to make any difference to the presumption. Consequently it was held that the War Stock was not the property of the infant, but formed part of the estate of the testatrix.

Company Law and Practice.

Directors Holding Shares in a Fiduciary Capacity.

A RECENT Scottish case, *Elliott* v. *J. W. Mackie & Sons Limited* (1935), Sc. L.T. 27, is of considerable interest as illustrative of some of the difficulties which may arise where a director holds shares in which he has no beneficial interest. In fact, as we shall see, the questions which arose in that case have been answered authoritatively in the English courts and the English decisions were largely relied upon; and the following remarks of the Lord President are noteworthy by reason of their general interest and application irrespective of their relation to the particular question at issue: "The matter is one in which it is most undesirable to have different interpretations, north and south of the border, of an expression in common use in the articles of companies whose affairs are regulated by a legislative system which is intended to apply to both countries; and whatever view might have been taken had the matter arisen *rebus integris* I think it is too late to open a question which (in England) authority and practice, and (in Scotland) practice, conform to that authority—has closed."

The facts in the case were these: the executors and trustees of a shareholder had executed as such executors and trustees a transfer of the shares in favour of themselves and, by virtue of this, they had been registered as joint holders of the shares. At later dates transfers of three small blocks of these shares were executed in favour of A, B and C respectively, A and B being two of the trustees. A, B and C were appointed directors of the company and drew fees for their services as such. The blocks of shares were necessary to constitute their qualification as directors under Art. 86 of the company's articles of association, which provided as follows: "The qualification of a director shall be the holding in his own name and right of ordinary shares of the company to the nominal value of not less than £200." The certificate for revenue purposes on the back of the transfers disclosed to the company that the transfers were purely nominal and intended merely to enable the transferees to qualify as directors.

Now the substantial questions at issue were threefold: (1) Did the making of the transfers amount to a breach of trust? (2) Did A, B and C hold their shares "in their own name and right" for the purposes of the qualification article? (3) Were the directors accountable to the trust for the fees received by them? But the position was somewhat complicated, nor does the task of the shareholders who sought to attack these directors appear to have been made any the easier by the form of the procedure which was adopted. A petition was presented under s. 100 (1) (*a*) of the Companies Act, 1929, for rectification of the company's register of members by removing the names of the transferees A, B and C and by entering those of the trustees. At the same time (and I hope I am correctly anglicizing the Scottish proceedings) an injunction was sought against A, B and C to restrain them from using the shares as qualifying shares and from acting as

directors and accepting payment of fees ; to this the company was not a party.

We are not concerned with the technical difficulties which arose from the form of the proceedings, but it will be realised that it was difficult, to say the least, for relief to be obtained in the form in which it was sought. The first question at issue was, we have seen, whether the transfers were made in breach of trust. The Lord President pointed out that, even assuming they were, no ground was disclosed on which it could be said that in the words of s. 100 (1) (*a*) the names of the transferees had been entered in the register " without sufficient cause." " The company is not the judge of whether a transfer has been executed contrary to some trust reposed in the transferor, and, indeed, is not concerned with considerations of that kind, assuming them to exist. The fact—if it be a fact—that a transfer may be subject to challenge in respect that the transferor, albeit himself a registered holder of the shares, is in breach of some trust in executing it is a matter between the transferor and the persons interested in the trust, and not a matter for the company." On this point reference may, I think, be usefully made to *Simpson* v. *Molson's Bank* [1895] A.C. 270.

The second question was whether the shares transferred were held by each of the directors in his own right within the meaning of Art. 86. Now, on this point, as my readers will remember, there is considerable authority, which it is worth while to consider, since the well-established construction to be put upon the words is not that which one would naturally expect. In *Pulbrook* v. *Richmond Consolidated Mining Co.*, 9 Ch. D. 610, Jessel, M.R., held that the requirement of a holding " in his own right " did not involve any beneficial ownership of the shares, though it excluded a holder registered as executor or as trustee in bankruptcy. In *Bainbridge* v. *Smith*, 41 Ch. D. 462, Cotton, L.J., pointed out that that ruling was unnecessary for the decision in the particular case, and gave it as his strong opinion that holding in his own right means something more than holding and involves not only the legal title, which being on the register gives, but the beneficial ownership of the shares. In the same case, however, Lindley, L.J., whilst doubting the view of Jessel, M.R., would not dissent from it, saying : " The words in question have acquired by usage and upon the strength of that decision a conventional meaning which I for one am not prepared at present to disturb. I think that conventional meaning is this, that a person ' holding shares in his own right ' means holding in his own right as distinguished from holding in the right of somebody else. I do not think the test is beneficial interest, the test is being on or not being on the register as a member, i.e., with power to vote, and with those rights which are incidental to full membership. It means that a person shall hold shares in such a way that the company can safely deal with him in respect of his shares whatever may be his interest in the shares." That the view of Jessel, M.R., in *Pulbrook's Case* is established cannot be doubted since the decisions in *Cooper* v. *Griffin* [1892] 1 Q.B. 740, and *Howard* v. *Sadler* [1893] 1 Q.B. 1, though it is interesting to note that the judges in those cases place less reliance on the reasoning of Jessel, M.R., than on the fact that in consequence of *Pulbrook's Case* the words in question had acquired a conventional meaning which had been accepted and acted upon and which could not be departed from ; and attention is drawn to the unfortunate result, viz., that assistance is afforded to people who wish to hold a sham qualification instead of having the personal interest in the company's well-being, which is the whole foundation of the requirement.

Two later cases furnish us with examples of holdings which will not satisfy the requirement of " in his own right." In *Sutton* v. *English & Colonial Produce Company* [1902] 2 Ch. 502, Buckley, J., held that a company which had received notice from a shareholder's trustee in bankruptcy that he claimed the shares, but postponing his decision whether he would be registered himself or have some nominee registered, could no longer (applying the test of Lindley, L.J., in *Bainbridge* v. *Smith*, *supra*) have safely dealt with the shareholder, who had ceased therefore to hold " in his own right." Again, in *Boschoek Proprietary Company Limited* v. *Fuke* [1906] 1 Ch. 148, it was held that where F was registered as " F, liquidator of the H Company," neither was he registered in his own right, nor could the company have safely dealt with him in respect of the shares, as, for example, by taking them as security for a private debt of F.

After this brief review of the English law on the subject, let us revert now to the Scottish case we are discussing. The court there followed the line of authority which starts with the decision in *Pulbrook's Case*, and held that Art. 86 did not involve that the holder should be a beneficial owner of the shares : as it was succinctly put by Lord Morison : " All that the article requires is that the shares shall be in the director's name and that the company can treat him as in right of the shares and deal with him as such—whatever his relations with third parties may be." It made no difference that the certificates on the transfers disclosed that the transfers were purely nominal or that it is the Scottish habit to take notice of trusts in company registers.

Apart from the decision on the point of law, there is great force in Lord Carmont's remark that the form of the proceedings involved a confusion between two entirely different matters, viz., on the one hand, the right of transferees, who admittedly do not have a beneficial interest in shares to be put on the register of members as holders thereof, and on the other the right of members of the company to challenge the validity of a director's continuance in office while only holding shares which are not held in his own right within the meaning of the relevant article. Clearly, on an application for the rectification of the register, considerations affecting the validity of a director's qualification can have nothing to do with the right of a transferee to be registered if his right is otherwise unimpeachable.

As regards the third point which was raised, namely, the duty of the directors to account to the trust for their remuneration, the court appears, quite apart from any decision based on the technical defects of the procedure, to have been prepared to follow the case of *In re Dover Coalfield Extension Limited* [1908] 1 Ch. 65, and to hold that there was no such duty. In that case X had, at the request of the Dover company, entered into a contract with the Kent company to serve them as a director, the Kent company paying him remuneration for his services. The necessary qualification shares were provided by the Dover company and in respect of these shares X became a trustee for the Dover company. It was held that the profit which he gained was not procured by him by the use of his position as a trustee, but was a profit earned by reason of work which he did for the Kent company and which would not have been earned by him had he not been willing to do the work for which it was a remuneration, and consequently that he was under no liability to account for it to the Dover company. So here it was said that fees drawn by trustees who are active directors, notwithstanding that they be qualified for office as holders of shares beneficially belonging to the trust, are fees acquired by services rendered by the directors to the company, and are not profits earned by the trustees by the use of the property of the trust.

Lord Rushcliffe, chairman of the Unemployment Assistance Board referred to the Unemployment Assistance Regulations, as approved by Parliament last December, at a dinner in Nottingham last Saturday. He said that, from the further experience he had gained, he was confirmed in his view that the main principles upon which those regulations were founded were sound. But the regulations, dealing as these did with the daily lives of hundreds of thousands of those in need of help, must be such as to commend themselves to an informed public opinion.

A Conveyancer's Diary.

Covenant by Purchaser to Observe Previously Imposed Restrictions.

My attention has been drawn to a paragraph under the heading "The Conveyancer" in *The Law Times* for 6th April by a correspondent, who suggests that it is in conflict with opinions which I have formerly expressed in this column.

The writer of the article in question says: "In a recent case where a covenantee sought to enforce a restrictive covenant against a purchaser from the original covenantor, the question was raised in the course of the argument as to the effect of the defendant's covenant which was contained in the conveyance to him." It appears that the defendant contended that the covenant in question was no longer enforceable, because it had been released, whilst for the plaintiff it was pointed out that the defendant had taken expressly subject to the covenant and had covenanted with his vendor to observe it, the contention being, apparently, that the defendant was liable on his covenant with the vendor whether the original covenant was enforceable or not. The writer proceeds: "At this stage in the argument, the learned judge pointed out that this was a technical point in the conveyance and, the practice being what it was, nothing very helpful could be deduced." What that means I really do not know. Then the writer continues: "His lordship further observed that it was unfortunate the draftsman had not added to the plaintiff's covenant to observe the restrictions the words usual in such cases, namely, 'if and so far as the same are now subsisting and capable of taking effect.'" The writer then expresses the opinion that conveyances often include covenants of this nature where they are unnecessary and could not be insisted on, and concludes: "When such a covenant is required it should always be limited to observing the restrictions so far as they are then enforceable, for it is arguable that a covenant to observe them *simpliciter* may give them a new lease of life."

The case to which the contributor to *The Law Times* refers has not, so far as I know, been reported, and neither the name of the case nor of the judge is mentioned.

I venture to disagree both with the learned judge and with the writer of the article.

I take the view that the addition of the words "so far as the same are now subsisting and capable of taking effect," as suggested by the learned judge, in a covenant such as that to which the article refers is neither usual (although, of course, I have known it to be used) nor of any effect whatever. Moreover, the expression is not appositely worded for the purpose which it is intended to serve, for although in common use in relation to trusts and powers, it is inappropriate (although sometimes used) in relation to covenants. The writer of the article referred to puts it "so far as the same are now enforceable," which is more suitable—but it cannot be said to be usual and (if I am right) is certainly not necessary, or of any utility.

If A convey land to B, imposing restrictive covenants for the benefit of other land of his, and B conveys his land to C, taking from C a covenant to observe the restrictions so imposed, the covenant by C is a covenant of indemnity only and C is not liable to B if the covenants are not enforceable against B, nor can B sue C for any breach thereof, unless B has an action brought against him by A or is threatened with one.

In *Re Poole and Clarke's Contract* [1904] 2 Ch. 173, there was a contract for sale subject to certain restrictive covenants which the vendor had covenanted with his vendor to observe. On a vendor and purchaser summons to determine what covenant the purchaser ought to enter into, it was held that the purchaser was entitled to preface his covenant to observe the covenants with the words "with the object and intention of affording to [the vendor] his heirs, executors and administrators, full and sufficient indemnity in respect of [the restrictive covenants], but not further or otherwise." It seems clear, however, that the court did not consider those prefatory words necessary and that, without them, the covenant would have to be construed as one of indemnity only.

Harris v. *Boots Cash Chemists (Southern) Ltd.* [1904] 2 Ch. 376, was a case where the court had to consider the effect of a covenant, in the usual form, in an assignment of a lease, that the assignee would observe and perform the covenants and conditions in the lease and indemnify the assignor from all claims, etc., on account thereof. The assignees committed a breach of the covenants by making certain alterations in the premises without the consent of the lessor. The assignor sued the assignees for a mandatory order on the assignees to restore the premises to their original condition. The lessor had not taken or threatened any proceedings. It was held that the covenant of the assignees was a covenant of indemnity only and the assignor had no right of action upon it in the absence of any action taken against him by the lessor. In the course of his judgment, Warrington, J., referred to *Re Poole and Clarke's Contract* and to some observations made in the Court of Appeal on that case regarding covenants of this kind in assignments of leaseholds, and said: "Now what does that mean? It seems to me that it means that a contract for the sale and purchase of leaseholds has exactly the same effect that the Court of Appeal has just held" (i.e., in *Re Poole and Clarke's Contract*) "that it has in the case of freeholds, and that whether the actual covenant inserted in the assignment has the prefatory words which the Court of Appeal had inserted in the case before them or not, when you regard the circumstances under which the covenant was entered into, it is one of indemnity, and one of indemnity only."

A later case which seems to be decisive on the point is *Reckitt* v. *Cory* [1925] 2 Ch. 452.

In that case the facts were that land had been conveyed to the plaintiff who covenanted to observe and perform the stipulations contained in a schedule. The plaintiff conveyed part of the land to the defendant, subject to the restrictive covenants and stipulations contained in the conveyance to the plaintiff "so far as the same are subsisting and capable of taking effect" as regarded the hereditaments conveyed to the defendant. The defendant in her conveyance covenanted (with intent to bind the hereditaments thereby conveyed and all persons in whom the same should be vested, but not so as to be personally liable under the covenant after she had parted with the same) with the plaintiff to observe and perform the restrictive covenants and stipulations so far as aforesaid.

Here we have that inappropriate expression "so far as the same are subsisting and capable of taking effect," but I may say at once that nothing turned upon it.

The defendant committed (as it was held) a breach of the restrictions. There had been no complaint by the vendor to the plaintiff. In the action the plaintiff sought an injunction to restrain the defendant from using the premises in a manner which would be a breach of the restrictive covenants.

In his judgment, Eve, J., referred to *Re Poole and Clarke's Contract* and to *Harris* v. *Boots Cash Chemists (Southern) Ltd.*, and said: "In my opinion I am bound by authority to hold that in the absence of special circumstances such a covenant as this is a covenant to indemnify, and nothing more, and accordingly, in the absence of any complaint on the part of the original vendors, I come to the conclusion that the plaintiff here has no cause of action."

No doubt covenants to observe restrictions are inserted in conveyances when there is no necessity for doing so, which there never is where the vendor will not be under any liability after conveyance, but it frequently happens that the contract provides that the purchaser shall so covenant, in which case the vendor is, I think, entitled to have the covenant inserted whether it is necessary or not. If the

vendor is under no liability for a breach of the restrictions, whether on the ground that by reason of the wording of the covenant entered into by him his obligation ceases on his parting with the land, or on the ground that for some reason the covenants have ceased to be enforceable at all, the purchaser can be under no liability under his covenant with the vendor. The addition of such a qualification as suggested by the contributor to "*The Law Times*" can make no difference to that one way or the other.

Of course, a purchaser may be bound to observe restrictions of which he has notice, although he enters into no covenant to observe them, but as to restrictions imposed since 1925 only if they are registered as a land charge under the L.C.A., 1925, s. 10 (1) Class D (iii).

It is possible that a covenant by a purchaser to observe previously imposed restrictions may be so drafted as to be a fresh covenant with the vendor imposing the restrictions anew. That, however, could only be where the vendor has other land for the protection of which his covenant was entered into and it appears from the conveyance that the covenant is intended to be for the benefit of such other land and not merely a covenant of indemnity in respect of any claim under the original covenant. That, however, would not be giving a new lease of life to the original restrictions but imposing new restrictions although by reference to those contained in the conveyance to the vendor.

In *Reckitt* v. *Cody* it was contended that the defendant was liable as upon a new covenant and the learned judge disposed of that contention as follows: "It is said that the vendor as the owner of a large amount of more or less contiguous residential property must have intended by the imposition of the covenant on the purchaser not only to indemnify himself against any claim by a person entitled to enforce his covenant but also to preserve his adjoining property from possible deterioration or damage. It may be that the vendor thought this covenant would bring about this result, but in the absence of any reference to other property of the vendor, or of any evidence that the purchaser had knowledge of the fact that he owned any other property in the immediate vicinity of the land conveyed to her, I do not think the possible or even probable desire of the vendor to protect his other land justifies me in imposing on this covenant a wider construction than it would otherwise bear."

It is, perhaps, unfortunate that the learned judge inserted in his judgment the words "or of any evidence that the purchaser had knowledge of the fact that he owned any other property in the immediate vicinity of the land conveyed to her." I think that it is clear from the authorities that even if the purchaser had known of the vendor owning other land in the vicinity that could not have sufficed unless such other land had been mentioned and sufficiently defined in the conveyance or at least that there was a necessary implication to be drawn from the conveyance that the covenant was intended to benefit or protect some other definitely ascertainable land of the vendor.

Landlord and Tenant Notebook.

Refusal of Injunctions.

To move for an injunction to restrain a breach of a covenant is the first step that suggests itself and accords with most people's ideas of natural justice. The availability of the remedy of interlocutory injunction, emphasizing that the plaintiff means business, constitutes a temptation to litigants whose feelings have warped their judgments and to whom the requisite undertaking as to damages presents, in consequence, no obstacle at all. It is then the duty of their legal advisers to assume the rôle of Cassandra and to enforce their arguments, if necessary, by reference to such a case as that of *Re Pemberton and Cooper's Arbitration* (1913), 107 L.T. 716, C.A.

The parties to the arbitration which gave rise to that decision had been landlord and tenants of a farm. The landlord, some five weeks after giving a year's notice to quit, commenced an action for an injunction to restrain the defendants from ploughing up the pasture, and eight days later he sought and obtained an interlocutory injunction, giving the usual undertaking to abide by any award of damages. This was in November 1910. The farm was, in fact, mainly arable; of its 200 acres, the tenants were prohibited by the lease from ploughing up 24 acres, but they were fully entitled to convert or reconvert some 120 acres, which was all they meant to do. These, however, were within the scope of the injunction sought and granted; and the referee subsequently found that the landlord was aware that the probable profit on wheat sown on the 120 acres would be £533 15s. Being thus prevented from fulfilling their plans, the tenants used the land for sheep farming. In due course, the action was heard and the claim dismissed; by then, namely the 2nd March 1911, it was too late to change over to arable. It so happened that the summer that followed was exceptionally fine and dry; wheat throve and sheep suffered accordingly. And when the defendants' claim for damages was referred, the referee found that if they had grown wheat they would have cleared a profit of £533 15s., while the loss on sheep, which depreciated for want of keep, was £101 15s. The main question before the court was whether the plaintiff was liable for both these amounts. The old question of natural and probable consequences such as a reasonable man would contemplate and expect! The issue was decided in the tenants' favour, the court paying some regard to the consideration that a man who owns agricultural land knows something about the effect of weather conditions on the welfare of the farming community. The defendants were £634 10s. to the bad as a result of the plaintiff's unwarrantable interference, and that result was such as could have been foreseen. Bankes, L.J., commented on the finding as to probable profit on wheat—£533 15s. from land the rent of which was £60 made, his lordship observed, one's mouth water; but the finding was, of course, one of fact; as the learned Lord Justice added, there it was. And for once two British farmers had nothing to grumble at, even the loss due to meteorological conditions being borne by someone else.

Even when a landlord does not in his haste misconstrue the lease it is advisable to think twice before moving for an injunction. It was once a sound proposition that any breach of a negative obligation would be dealt with in this way; that the plaintiff was entitled to this relief "as of right." But in the second half of the last century, courts began to take less rigid views of the matter; and a survey of the present position will be found in the judgment of Astbury, J., in *Sharp* v. *Harrison* [1922] 1 Ch. 502. From the learned judge's review of the authorities it will be seen that equity has regard not only to the interests of the aggrieved party but also to those of the offender and those of third parties. True, the mandatory injunction sought in that case could hardly have been granted, because the subject-matter was in someone else's control; the defendant had constructed a window clearly in breach of covenant, but the premises had since been let on a five years' lease, the tenant being ignorant of the restrictive covenant. True also, there was conduct on the part of the plaintiff which looked very much like acquiescence, always inclined to be fatal to rights of this kind. But it is clear that the real reason why the court refused the injunction was that its grant would have put the defendant to trouble and expense out of all proportion to the benefit accruing to the plaintiff.

It should also be remembered that attempts to obtain injunctions by expressing positive obligations in negative form invariably fail. The language of the motion is perforce

so awkward as to make the device a transparent one, and, even in a hard case the court can do nothing. In *Phipps* v. *Jackson* (1887), 56 L.J., Ch. 550, Stirling, J., had to do with a tenant who, after arranging with his landlord's agent to take rather shorter notice to quit than the law and the agreement required (thus, virtually a case of an agreement to surrender), proceeded to advertise a sale of livestock. The agreement bound him at all times during the tenancy to keep on the farm a sufficient stock of sheep, horses and cattle. The landlord took proceedings and asked for an order to restrain the defendant from allowing the farm to remain without a proper and sufficient stock, etc. His advisers had, no doubt, appreciated that a motion for an injunction to restrain the sale would have been quite hopeless; the sale was not inconsistent with observance of the obligations, for the animals could have been replaced. But even in its ingenious form, it was tantamount to asking for an order for the specific performance of an obligation the performance of which involved a series of acts, and demanded supervision which the court was unable to supply. An injunction to prevent a farm tenant from selling off hay in the last year of his tenancy is, of course, on quite a different footing.

Our County Court Letter.

THE REMUNERATION OF STATION MASTERS.

In *Lucas* v. *Roberts*, recently heard at Craven Arms County Court, the claim was for £29 5s. 9d. against the receiver-manager of the Bishops Castle Railway Company. The plaintiff's case was that he was appointed station master in 1914, subject to one month's notice on either side, at a wage of about £2 6s. a week. He received a fortnight's notice in 1933, but was entitled to (*a*) another fortnight's wages in lieu of notice; (*b*) £9 9s. 4d. for overtime worked at another station; and (*c*) compensation for coal allowance, which had amounted to four tons a week, but had been discontinued in 1930. The defendant denied any knowledge of a coal allowance, and he pointed out that there was only about three hours' work each day for the plaintiff, who could not establish overtime on less than a forty-eight-hour week. His Honour Judge Samuel, K.C., held that the claim failed as regards the coal allowance and overtime. The plaintiff was entitled, however, to wages in lieu of notice, minus the unemployment benefit he had received, viz., 25s. 3d. Judgment was therefore given for the plaintiff for £3 11s. 2d. and costs.

THE SALE OF CIGARETTE MACHINES.

In the recent case of *Drabble and wife* v. *F. Graucob Limited* at Sheffield County Court, the claim was for £32 11s. 5d. as money paid on a consideration which had failed, or alternatively as damages for breach of contract. The counter-claim was for £162 14s. 1d. as the balance of the price of an automatic cigarette machine. The plaintiffs' case was that they were entitled to the return of the sum paid in part payment of the machine, as the latter was installed in May, 1934, but had ceased to work properly by October. Moreover, the contract was discharged through impossibility of performance, as it specified the position to be occupied by the machine, the erection of which was a breach of the bye-laws, under the Sheffield Corporation Act, 1918. The defendants contended that (A) the machine was working properly, and it was no fault of theirs if the profits were not up to the plaintiffs' expectations (B) the position specified was not part of the contract, but was merely an indication of the type of machine required. His Honour Judge Frankland observed that the defendants should instruct their mechanics to warn shopkeepers of the possibility of a machine, which overhung the footpath, being an infringement of the bye-laws. Judgment was given for the defendants on the claim and counter-claim with costs. Compare a case, noted under the above title, in the County Court Letter in our issue of the 2nd March, 1935 (79 Sol. J. 157), and *L'Estrange* v. *F. Graucob Limited* [1934] 2 K.B. 394.

THE RIGHTS AND LIABILITIES OF DOG OWNERS.

In *Arline* v. *Barclay*, recently heard at West London County Court, the claim was for damages in the following circumstances: the plaintiff, a beauty specialist, had gone to the Piccadilly Hotel in an evening gown, which had cost 38 guineas, as her business necessitated her being well dressed In the cloakroom there was a wire-haired terrier puppy, which playfully put its paws on the skirt of the plaintiff, who tried to calm the puppy by patting it. Nevertheless, the skirt was torn, and the defendant (the dance hostess at the hotel) promised to pay for the dress to be repaired by invisible mending, but this was found to be impossible. The defendant's case was that the dog was tied up, and a cloakroom attendant had warned the plaintiff that her dress might be torn if she petted the puppy. His Honour Judge Hargreaves held that, as it was uncertain what had happened, the defendant was entitled to judgment, with costs. Compare the cases noted under the above title in the "County Court Letter" in our issue of the 9th March, 1935 (79 Sol. J. 177).

Obituary.

Mr. W. WYATT-PAINE.

Mr. Wyatt Wyatt-Paine, F.S.A., stipendiary magistrate at East Ham, died in a London nursing home on Friday, 12th April, at the age of eighty. He was called to the Bar by the Inner Temple in 1895, and joined the North-Eastern Circuit. In 1925 he was appointed stipendiary magistrate by the East Ham Corporation. Mr. Wyatt-Paine was the author and editor of numerous legal text-books. He was president of the London Huguenot Society in 1921.

Mr. H. DENISON.

Mr. Herbert Denison, solicitor, senior partner in the firm of Messrs. Herbert Denison & Thackray, of Leeds, died in London on Wednesday, 10th April, at the age of seventy. Mr. Denison served his articles with Messrs. Middleton & Sons, and was admitted a solicitor in 1886. He was treasurer of the Yorkshire Board of Legal Studies, and a past president of the Leeds Law Society. He had been a member of the board of the Leeds Permanent Building Society since 1917, and he was elected President earlier this year.

Mr. J. C. GLYDE.

Mr. John Chaffey Glyde, solicitor, a partner in the firm of Messrs. Glyde, Kerslake & Co., of Bristol, died on Tuesday, 9th April, at the age of seventy-four. Mr. Glyde, who was admitted a solicitor in 1893, was Clerk to the Portishead Urban District Council for about forty years. He had also been President of the Bristol Incorporated Law Society, and a member of the Somerset County Council. He was Chairman of the Society of Somerset Folk.

Mr. W. J. S. SCOTT.

Mr. William John Storrow Scott, solicitor, senior partner in the firm of Messrs. Scott & Meikle, of Newcastle-upon-Tyne, died on Wednesday, 10th April, at the age of seventy-eight. Mr. Scott was admitted a solicitor in 1878. He was a former vice-president of the Newcastle Incorporated Law Society, and in 1907 he was a Land Tax Commissioner for the Castle Ward Division of Northumberland. He was appointed a magistrate in 1909.

Mr. D. C. WINTER.

Mr. Duncan Clerk Winter, LL.B., solicitor, head of the firm of Messrs. Land & Foster, of Halifax, died on Tuesday, 9th April, at the age of seventy-six. Mr. Winter was admitted a solicitor in 1883.

To-day and Yesterday.

Legal Calendar.

15 April.—On the 15th April, 1776, the trial of the Duchess of Kingston for bigamy opened before the House of Lords. The peers, attended by the judges, several Masters in Chancery, the Garter King-of-Arms, and the Usher of the Black Rod went in procession to Westminster Hall. The doors of the court had been open by seven in the morning. Each of the peers had seven tickets of admission, and the proceedings opened with a squabble because some of them claimed eight, but it was proved that even the allowance of seven had unduly crowded the benches at the trials of Lord Ferrars and Lord Byron. This being settled, they turned to the farce of finding the Duchess guilty of an offence for which by privilege of peerage she could not be punished.

16 April.—In April, 1831, a man named Ellis was tried at the Old Bailey for breaking into a house and committing a robbery. He was convicted on proof of the recent possession of the goods alone and sentenced to death, his execution being fixed for Tuesday, the 19th. Meanwhile, it came to the knowledge of the Sheriffs that, though he was well known as a "fence," he was not known to be a housebreaker. Investigation brought to light proof that he was innocent of the robbery, and on Saturday, the 16th April, seventeen affidavits were laid before Lord Melbourne. The same evening he was respited and his neck was saved.

17 April.—On Saturday, the 17th April, 1858, Simon Bernard, a French refugee, was acquitted at the Old Bailey of being an accessory before the fact to the murder outside the Paris Opera House of one of the Gardes de Paris, when Orsini tried to assassinate Napoleon III. The explosives had been made in England and the trial had an international importance. Feeling ran high against the Emperor, and the announcement of the verdict was greeted by a shout of exultation which the judge was powerless to quell. Outside the court the mob took up the cheer, and the judges, utterly unable to check the popular clamour, rose to depart.

18 April.—Sir Julius Cæsar, Master of the Rolls, died at the age of seventy-nine on the 18th April, 1636. He was buried at Great St. Helens, Bishopsgate. "He continued more than 20 years Master of the Rolls, and though heaved at by some Expectants, sate still in his place well poyzed therein, with his Gravity and Integrity. . . . A man of so great alms and Prayers (made by him and for him) shall not be removed. Nor was it without a prosperous Omen that his chief House in Hartfordshire was called Benington, that is Villa Benigna, the bountiful Village."

19 April.—On the 19th April, 1869, the Surrey coroner held an inquest respecting the death of Mr. George Druce, Q.C., one of the ablest and most distinguished members of the Chancery Bar. He had been in the habit of riding to town every day, and one morning, at twenty minutes past nine, his horse bolted at Kennington. Four times it galloped round the Oval at racing speed and finally its rider flung himself off, and was killed. The jury returned a verdict of accidental death.

20 April.—On the 20th April, 1713, John Hay, second Marquis of Tweedale and formerly Lord Chancellor of Scotland, died at the age of sixty-eight.

21 April.—It was not left to the twentieth century to give civic status to women. On the 21st April, 1788, the Court of King's Bench decided that a woman was competent to serve the offices of commissioner of the sewers and overseer of the poor. Mr. Justice Ashurst observed that the Statute of Elizabeth spoke of substantial householders, without distinction of sex. He also mentioned a parish where a woman was chosen constable. Thus did the law give its blessing to those small beginnings which led to women in Parliament and women in the police.

The Week's Personality.

The shadow of the approaching Union and the threat of impending dissolution already lay on the Chancellorship of Scotland when John Hay, second Marquis of Tweedale, assumed the office in 1704, in place of the Earl of Seafield. He held it for less than five months. Afterwards he became the head of the party known as the *squadrone volante* which until almost the last moment remained silent as to their attitude towards the Union between England and Scotland, but after voting in favour of it on the first division, zealously supported it until it was accomplished. Subsequently he became one of the sixteen Scottish representative peers. For the rest of his life he resided at his seat at Yester, in East Lothian, enjoying the pleasures of a country life, till on the 20th April, 1713, he was seized with a fit of apoplexy and died immediately. He was in person "a short, brown man" and was described as "a great promoter and encourager of trade and of the welfare of his country. He hath good sense, is very modest, much a man of honour and is highly esteemed in his country." He was also said to be "hot when much piqued." His father before him had been Lord Chancellor of Scotland.

The Courts in Peril.

It was fortunate that efficient precautions prevented the spread of the recent fire in the historic Paris Law Courts. Serious damage would have been a national catastrophe to which the destruction of London's Palace of Justice would offer no parallel, since a really good conflagration seems to be the only possible cure for the cramped conditions to which our fathers who built the unpractical Gothic maze in the Strand condemned the administration of justice. Only the cases being heard in the immediate vicinity of the outbreak were suspended, the rest going on. In the same spirit, Judge Cluer, at Shoreditch County Court sat through a daylight air-raid during the war. One of the strangest disasters which has ever interrupted the sitting of a court of justice was the gale which blew a stack of chimneys through the roof of the Worcester Assize Court in 1757. Wilmot, J., was on the Bench, but received no harm. Of the five counsel present, four were slightly hurt, though one was jammed in his place by the rubbish and another had to take refuge under the table. Six people, including an attorney and the crier of the court, lost their lives and were taken out dead from amongst the ruins. The whole business of the assizes was suspended.

Too Much to Say.

In his evidence before the Royal Commissioner on the Dispatch of Business at Common Law, Lord Atkin noted that "sometimes from the Bench inquiries are made and little points pursued which are really irrelevant and a waste of time." An old complaint this, probably older than the time of Bacon, who wrote that "an over-speaking judge is a no well-timed cymbal. It is no grace to a judge first to find that which he might have heard in due time from the Bar, or to show quickness of conceit in cutting off evidence or counsel too short or to prevent (i.e., anticipate) information by questions though pertinent." It will be remembered with what deadly effect F. E. Smith used the opening part of those observations to quell a garrulous county court judge: "Let your speech be with gravity as one of the sages of the law." Bacon told the newly-appointed Hutton, J., "and not talkative nor with impertinent flying out to show learning." Lord Watson, in the House of Lords, was much given to the defect of constantly interrupting. In one case, where the question of "molesting" was being argued, he interfered so frequently with counsel's argument that at last Lord Morris said: "I think the House quite understands now the meaning of 'molesting a man in his business.'"

Mr. Edmund Henry Cooper, solicitor, of Birchin Lane, E.C., left £13,587, with net personalty £10,577.

Notes of Cases.

House of Lords.

Simpson (Inspector of Taxes) *v.* Grange Trust, Limited.

Before Lord Atkin, Lord Tomlin, Lord Russell of Killowen, Lord Macmillan and Lord Wright. 15th March, 1935.

Income Tax—Expenses of Management—Income Tax Act, 1918, s. 33.

This was an appeal by the Crown from the Court of Appeal dated 3rd May, 1934, dismissing an appeal from a decision of Finlay, J., holding that the Grange Trust Limited, a non-trading company, were entitled to relief under s. 33 of the Income Tax Act, 1918, in respect of its expenses of management. The company was incorporated in 1926, and carried on the business of an investment trust company. It was admitted by the Inspector of Taxes that the company was not carrying on a trade the profits of which were assessable under Case I, Schedule D. The company's year of account ended on 31st May, and the management expenses of the company for the year ending 5th April, 1932, were arrived at by aggregating one-sixth of the expenses for the year ending 31st May, 1931, and five-sixths of the expenses for the year ending 31st May, 1932. The receipts of the company were derived from shares and bonds of English and foreign companies and from State and municipal loans. Nearly the whole of the receipts were taxed by deduction. The greater part of the receipts fell within the charge under Sched. D, but about 15 per cent. fell under Sched. C. The respondents' net income during the fiscal year was £42,159, and their management expenses for the same period were £3,294, and they claimed under the section repayment of £573 as being the tax on those expenses. The inspector objected to the claim and contended that no relief was due.

Lord Wright, in giving judgment, said Case I of Sched. D was limited to profits of a trade and the respondents *ex hypothesi* carried on no trade. Hence it followed that what was called the "notional assessment," if it could be made at all, must be something which not only had not in fact been made, but could not ever according to income tax law have been made at all. The respondents could not legally be charged in accordance with the rules of Case I of Sched. D, nor could they ever pay any tax under those rules. Not only had the actual tax paid been outside the rules of Case I, but the Crown had never been entitled to elect to assess under those rules. It would seem therefore that while the respondents had a right *primâ facie* to the benefit of s. 33 (1) that right was not affected by proviso (*a*) which could only be applied to a case in which tax could have been paid under Case I. In his opinion proviso (*a*) was restricted to cases where tax would have been paid under a legal assessment. The appellant contended that proviso (*a*) required a notional assessment even though the income was not taxable under Case I. But he (his lordship) did not think the proviso (*a*) was susceptible of such a construction—clear words would in his opinion be necessary to justify a fictitious assessment so far removed from the provisions of the income tax law. In his (Lord Wright's) opinion the conclusions of the Commissioners, of Finlay, J., and of the Court of Appeal were right and the appeal should be dismissed with costs.

The other noble and learned Lords concurred.

Counsel: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *Reginald Hills*; *A. M. Latter*, K.C., and *J. H. Stamp*.

Solicitors: *Solicitor of Inland Revenue*; *Clifford-Turner and Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

A souvenir volume recording the centenary celebration last year of the trial and deportation of the Tolpuddle Martyrs has been published by the Trades Union Congress. The story is told mainly in pictures.

High Court—King's Bench Division.

J. H. Dewhurst, Ltd. *v.* Eddins.

Avory, J., Hawke and Lawrence, JJ. 28th March, 1935.

Food—"Butcher's Meat"—"Stuffed Meat"—Sale by Net Weight—Sale of Food (Weights and Measures) Act, 1926 (16 & 17 Geo. 5. c. 63), s. 5 (1).

This was an appeal, by case stated, from a decision of the Stipendiary Magistrate for Cardiff.

The question raised was whether a sale by a butcher of stuffed pork and stuffed lamb was an infringement of s. 5 (1) of the Sale of Food (Weights and Measures) Act, 1926, which provided that a person shall not sell any butcher's meat otherwise than by net weight. The appellants, J. H. Dewhurst, Ltd., carry on business as butchers and have a branch shop at No. 2, The Hayes, Cardiff. On the 14th March, 1934, an employee in that shop sold to a person employed in the weights and measures department of the Cardiff Corporation a piece of pork and a piece of lamb. Both pieces had been exposed for sale in the shop window and were marked "stuffed meat." Both pieces, including the stuffing, were weighed in the purchaser's presence, the pork weighing 1 lb. 4 oz. and the lamb 1 lb., and the purchaser paid 1s. 3d. for the pork and 8d. for the lamb. Both were stuffed with a mixture of chopped suet, bread crumbs, parsley, eggs, thyme, pepper, and salt. The weight of the stuffing in each case was one-quarter of a pound. On those facts the appellants contended, first, that the foods sold were stuffed meat and not butcher's meat; and, secondly, that s. 5 (1) only applied where butcher's meat was sold alone, and not where meat and stuffing were weighed and sold as one. The respondent contended that the stuffing should not be weighed with the meat. The magistrate was of opinion that the provisions of the sub-section had been contravened and he fined the appellants 5s.

Avory, J., said that the question was whether the butcher had sold butcher's meat to the purchaser; for if he had, it was not disputed that it was a sale otherwise than by net weight, since he was weighing stuffing with the meat. He (his lordship) had come to the conclusion that the magistrate's decision was wrong, on the ground that the articles sold were not sold as butcher's meat, but as a composition called stuffed meat. That was what the purchaser had asked for and had been supplied with, and in the circumstances there was not a sale of butcher's meat within the meaning of s. 5 of the Act of 1926. The conviction would be quashed and the appeal allowed.

Hawke and Lawrence, JJ., agreed.

Counsel: *Reginald T. Sharpe*, for the appellants; *Owen George*, for the respondent.

Solicitors: *Wilfrid Ellis*, for *Phœnix, Levinson & Walters*, Cardiff; *Smith, Rundell, Dods & Bockett*, for *D. Kenvyn Rees*, Cardiff.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Lee *v.* Craven.

Lord Hewart, C.J., Avory and Humphreys, JJ. 1st April, 1935.

Sunday Trading—Lending Library—"Trafficking in Goods"—Sunday Observance Act, 1677 (29 Car. 2, c. 7), s. 1.

This was an appeal, by case stated, by Ralph Lee, of Hull, from a decision of justices convicting him of an offence under s. 1 of the Sunday Observance Act, 1677, and fining him 5s.

The question raised was whether the carrying on of a lending library on Sunday was prohibited by that Act, s. 1 of which provided that no tradesman, artificer, workman, labourer, or other person whatsoever shall do or exercise any worldly labour, business, or work of their ordinary callings upon the Lord's Day or any part thereof (works of necessity and charity only excepted). Premises, No. 8, Chariot-street, were

leased to a person who carried on a lending library there. The appellant was his manager. The respondent, a police-constable, visited the premises on Sunday, the 13th May, 1934, and said to the appellant: "I see your shop is open for the hire of books." The appellant replied: "Yes, have you any objection?" The respondent said: "You will be reported for Sunday trading." The respondent while there saw a man hire a book. The appellant contended that he was not a tradesman within the meaning of s. 1 of the Act of 1677, and that the case was governed by *Palmer* v. *Snow* (44 Sol. J. 211; [1900] 1 Q.B. 725), which said that a tradesman was one whose business was confined to buying and selling, and he submitted that the lending of books on hire was not buying or selling. The respondent contended that the essence of being a tradesman was trafficking in goods, which included not only a buying and selling but also a letting on hire.

Lord Hewart, C.J., said that in his opinion there was evidence on which the justices could come to the conclusion that the appellant was a tradesman within the meaning of the Act in the sense in which that word was used by Avory, J., in *Hankey* v. *Stirling* [1918] 1 K.B. 63—namely, that he was a person who was trafficking in goods. Appeal dismissed.

Avory and Humphreys, JJ., concurred.

Counsel: *T. G. Roche*, for the appellant; *W. A. Macfarlane*, for the respondent.

Solicitors: *Steavenson & Couldwell*, agents for *Gosschalk and Austin*, Hull; *Smith & Hudson*, agents for *Payne & Payne*, Hull.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Moore *v.* Tweedale.

Lord Hewart, C.J., Avory and Humphreys, JJ.
2nd April, 1935.

Shop—Early Closing—Hairdresser—Customer's "Permanent Wave"—Attendance by Appointment before Closing Hour—Work not Completed until after Closing Time—No Offence—Shops Act, 1912 (2 Geo. 5, c. 3), s. 4 (7).

Appeal by case stated, by justices for the County of Lancashire.

The appellant, the Town Clerk of Bury, preferred an information against the respondent, Frank Tweedale, under the Shops Act, 1912, and the Bury Hairdressers and Barbers' Early Closing Order of the 5th July, 1923, charging him that on the 15th July, 1934, at 32, Crostons-road, Bury, he unlawfully failed to close his hairdresser's shop for the serving of customers not later than 1 o'clock in the afternoon of that day. The respondent is a hairdresser carrying on business at 32, Crostons-road. In accordance with the provisions of the above Statute and Order, the shop should be closed for the serving of customers not later than 1 p.m. on Tuesday of each week. On Tuesday, the 15th May, 1934, a police constable saw one, Alice Taylor, leave the shop at about 2.15 p.m. The constable then entered the shop and found there one, Charlotte Goodman, and the respondent admitted that he was doing her hair. Alice Taylor had attended at the shop at 10.15 a.m. on an appointment made previously. Charlotte Goodman, who had also attended pursuant to a previous appointment, had arrived at 11 a.m. and left at 4 p.m. Immediately after Alice Taylor arrived the respondent and his wife were working on her "permanent wave," and they did so in the case of Charlotte Goodman from immediately after she arrived until she left at 4 p.m. It was proved that it takes from three and a half to four and a half hours to complete a "permanent wave." The respondent employed an assistant, who on this day closed the outer doors and left the shop at 1 p.m. By sub-s. (7) of s. 4 of the Shops Act, 1912: "In the case of any contravention . . . of this section, the occupier of the shop shall be guilty of an offence against this Act . . . Provided that the occupier shall not be guilty of an offence against this Act when a customer is served at any time at which the shop is required to be closed under this section if he proves . . . that the customer was in the shop before the time when the shop was required to be closed . . ." The justices dismissed the information, but, at the appellant's request, stated this special case.

Lord Hewart, C.J., said that the terms of s. 4 (7) of the Act were somewhat vague and general. The words must mean that the customer was in the shop and remained there after the closing hour. In the present case it was beyond dispute that the customers were in the shop before the time for closing, and that the shop was closed at that time and was not opened afterwards. The judgment in *Salford Cattle Market Salerooms Ltd.* v. *Osborne*, 87 J.P. 134, was not relevant here. On the facts of the present case he thought that the justices were entitled to come to the conclusion that no offence had been committed. Appeal dismissed.

Avory and Humphreys, JJ., delivered judgments to the same effect.

Counsel: *J. C. Jolly*, for the appellant; *Herbert Malone*, for the respondent.

Solicitors: *Lewin, Gregory, Torr, Durnford & Co.*, Agents for *Richard Moore*, Bury; *Sharpe, Pritchard & Co.*, for *F. A. Bradley*, Bury.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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Books Received.

The English and Empire Digest: Supplement No. 10. 1935. Edited by PHILIP F. SKOTTOWE, LL.B., of the Middle Temple, Barrister-at-Law. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

A Century of Detective Stories. With an Introduction by G. K. CHESTERTON. 1935. Demy 8vo. pp. 1019. London: Hutchinson & Co. (Publishers), Ltd. 3s. 6d. net.

Wigram's Justice's Note-book. Thirteenth Edition. 1935. By ROBERT W. H. FANNER, Solicitor, Clerk to the Justices for the Bromley Division of the County of Kent. Crown 8vo. pp. xi and (with Index) 534. London: Stevens & Sons, Ltd. 12s. 6d. net.

The English Legal Tradition: Its Sources and History. By HENRI LÉVY-ULLMANN, Professor of Comparative Law in the University of Paris, Vice-President of the International Academy of Comparative Law, The Hague. Translated from the French by M. MITCHELL. Revised and Edited by FREDERIC M. GOADBY, D.C.L. 1935. Demy 8vo. pp. lvi and (with Index) 383. London: Macmillan & Co., Ltd. 16s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 20th and 21st March, 1935. A Candidate is not obliged to take both parts of the Examination at the same time:—

FIRST CLASS.

Denis Raymond Allward, Maurice Edward Bathurst, Frank Bentham, Eric Paul Jones, William Mackenzie Lundeberg, John Phillips Swaffin.

PASSED.

Leslie Herbert Ronald Abbott, Herbert Alletson, Madge Easton Anderson, M.A., LL.B. Glasgow, Noel George Arnold, Robert Stephen Atherton, Edward Humphrey Auden, John Hollinshead Barker, Frank Barnes, Leonard Norman Bethell, Albert Raymond Blackburn, Douglas Ninian Blakey, Frank Batchelor Blinkhorn, John Arthur Bowden, Norman Edward Bradley, Victor Montgomery Cannon Brookes, B.A. Cantab., Francis Henry Laurence Cini, Ernest Hanby Clark, John Sidney Copp, Frank Claude Boyton Covell, Douglas Bertram Crosse, Maurice Clement Cruttwell, William Geoffrey Dakers, George Theophilus Davies, B.A. Cantab., Leonard Vaughan Davies, Gordon Alexander Dixon Dixon-Carter, B.A. Cantab., Ronald Hamish Douglas, James Austin Dowding, William Maylott Eccles, Geoffrey Cothay Edwards, Adam McCarlie Findlay, Dennis Gordon, Richard John Harman, Bernard Carlyle Haskoll, Derek Moncur Hatton, Harold Geoffrey Hill, James Cooper Holden, Brian Seymour Jepson, Alan Hugh Kent, Carrie Lawson, Laurence Noel Leach, Kenneth Roger Martin, Walter Metson, Stanley William Millington, John Phillips Molony, Stanley Moore, Arthur Charles Morrish, Robert Hector Munro, Gerald Freakley Oldacre, Thomas Whittaker Peters, Paul Eaton Pettit, Herbert Pollard, Harry Lawrence Poole, William Ratcliffe, Joseph Renwick, Clement Eustace Roberts, John Alderman Roberts, Paul Louis Roberts, Noel Stafford Robinson, John Serjeant, Maxwell Simon, Bernard John Sims, Charles Percival Staples, David Walter Aubrey Stevens, Frederick Brewerton Stevens, Jack Doherty Sutton, Howard George Thomas, William Ivor Thompson, Robert Owen Thomson, Rowland Armitage Waldron, Neville Emlyn Morris Walters, David Herbert Fenn Williams, Ian Stewart Williamson, Robert Freeman Wright, Eric John Yerbury.

The following candidates have passed the Legal portion only:—

Edward Anthony Adey, Frank Alsop, George Ambler, Stanley Kenneth Arnold, John Ernest Aylett, Paul Abbott Baillon, Stephen Charles Barker, Harold Francis Batcheldor, Geoffrey Lionel Willink Beardsley, Maxwell John Bennell, Michael Crofton Black, Arthur Kenneth Blake, Winifred Mabel Blanchard, Edward Clement Blower, John Wynne How Blower, Claude Alfred Bradford, James Luke Brady, David Brooks, Kenneth Maxwell Brown, Richard Keniston Browning, Leigh Kerfoot Brownson, John Pearson Bruce, Charles Buckley, Reginald William Ewart Burgess, Basil Hubert Jackson Camp, Robert Mark Carpenter, William Overton Cave, Charles Herbert Chappell, Rowland Clement Cheeseman, Edward John Cole, Ralph Harmar Collins, James Henry Lewis Cox, Leonard John Coxwell, George Norman Paul Crombie, B.A. Cantab., Alan Robert Davis, Edwin Arthur Davis, Salvian Clarence Sylvester de Wolfe, Thomas Evance Eeley, Kenneth Spicer Few, B.A. Cantab., John Philip Noonan Findley, John Lawrence Ralph Fort, Richard Allan Foster, William Foux, Grahame McDonald Garland, Stanley Mervyn Gibson, B.A. London, Robert Frederick Gingell, David Stanley Glasbrook, Robert Edwin Gray, David James Grimes, Frederick Irving Harris, Gerald Leicester Hartley, Michael Babington Charles Hawkins, Frank Haynes, Thomas Atkinson Higson, B.A. Cantab., Alex John Hill, Cyril Charles Hitch, Joseph Cowderoy Hodgson, Kenneth Millington Hore, John Gardiner Houldsworth, Alan Hyslop, Thomas Forster Imeson, Frank Dennis Jackson, Charles Eric Jobson, Raymond Bark Jones, B.A. Cantab., Cyril Keeton, Archibald Whitfield Keith-Steele, B.A. Oxon, Frederick Douglas Kennedy, John de Rosier Kent, B.A. Oxon, Alexander Christopher King, David Ferguson King, Keith Edward Kissack, Ivan Raymond Krisch, Harold Christopher Gibson Lake, B.Sc. London, Brian William Lane, William Abbott Large, Henry John Lavington, Tudor Noble Lawrence, B.A. Oxon, Basil Geoffrey Limbrey, James Ernest Douglas Lobb, Robert Arnold Lugsdin, Brian Christopher Mosley McLean, Hector Keith McLean, Cedric William Margetts, Thomas Francis Partington Martin, Desmond Campbell Miller, Victor Mishcon, Kenneth Irwin Mitchell, Ronald Henry Morton, Harold Moss, Alastair Napier, Charles Alfred Neale, Kenneth Frederick Bonniwell Nicholls, M.A. Cantab., James Farrer Nowell, Kenneth Anthony Oates, Laurence John Oderbolz, Edward Gordon Owen, B.A. Cantab., Alastair Meymott Vivian Panton, B.A. Cantab., John Harney Parsons, Paul Humphrey Pawson, Harold Walter Pegden, Richard Thomas Henry Perkins, Frank William Chatham Pitt, John Inglis Penrose Pollard-Lowsley, B.A. Oxon, Richard Francis Joseph Pollock, Roy Kenneth Price, David Noel Rees, Kenneth Hugh Riggall, B.A. Cantab., Ian Gathercole Ruston, John Andrew McIvor Rutherford, Anthony Hayward Salamon, Denys Anthony Satterford, William John Savage, Richard Bodington Serjeant, B.A. Cantab., Joseph Lewis Shaw, Donald Fraser Sim, Alan Sitdown, Daniel Christopher Slemeck, Denis Walter Smith, Frederic Ernest Smith, Roy Machin Smith, Jack Leonard Ernest Smith-Wood, Peter Claude Sneath, Cyril Frederick Snow, Thomas Stanley South, B.A. Oxon, Philip Robert Springall, John Stanley Newcombe Stevens-Neck, John Douglas Stewart, Peter Eric Studd, Maynard Stubley, Maurice Sutherland, Harry Douglas Swales, Eric Bruce Swinbanks, Michael Barry Sykes, Derek Lewis Taylor, Frank Ernest Taylor, William Smalley Taylor, B.A. Cantab., Peter John Clare Tench, John Elliott Terry, David Cyril Thomas, B.A. Oxon, George John Brain Thorne, Brian Dunstan Tolhurst, Richard Peyton Townley, Alfred Eric Tritschler, Edward Kenneth Truman, Richard Percy Tunstall, Denis Tye, Edward Versluys, Donald Frank Edward Walker, Evelyn Malcolm Echalaz Walther, Henry Roughley Warburton, Roy Kingsley Ettwell Weaver, Thomas Edward Whiting, Allan Hugh Hurrell Williams, John Williams, Peter Alexander Williams, B.A. Oxon, Theodore Willis, Geoffrey Houldsworth Wise, George Henry Womersley, Derek Wordsworth, Kenneth Yates.

No. of Candidates for Law, 407. Passed, 240.

The following candidates have passed the Trust Accounts and Book-keeping Portion only:—

William Lacy Addison, B.A. Cantab., Robert Vivian Stebbing Allen, B.A. Oxon, Geoffrey Ambrose, Bernard William Ashley, LL.B. Birmingham, Bertram Avens, George Patrick Bache, B.A. Cantab., Alfred Hector Backler, Jack Greenwood Bailey, Israel Baskin, LL.B. Liverpool, Eric Walter Bass, B.A. Cantab., Hugh Kirkpatrick Benham, B.A.

Oxon, Robert Ernest Benn, Alan Rutherford Bennett, Eric Robson Berryman, William Trevor Beynon, B.A. Oxon, John Cecil Binns, John Blair, Andrew George Watson Boggon, Geoffrey Oswald Douglas Bolton, Peter Hammet Brown, John Budd, Richard Henry Bull, B.A. Cantab., Thomas Henry Bull, B.A. Oxon, Ralph Stuart Buxton, Myer Julius Canter, LL.B. Liverpool, Isador Caplan, B.A. Cantab., Arnold Barrie Carter, Samson Cashdan, B.A. Oxon, Ernest Hatton Chapman, Thomas Frederic James Clarke, David Garnett Clay, Antony Duke Coleridge, Arthur James Robert Collins, B.A. Oxon, Hamish Alister Connell, B.A., LL.B. Cantab., Henry Owen Preston Cooke, Geoffrey Charles Cookson, LL.B. Birmingham, Daniel Adair Bustin Cormack, Charles Percy Crawford, Kathleen Blanche Cree, B.A. Oxon, Dunstan Michael Carr Curtis, B.A. Oxon, Clunie Rutherford Dale, B.A. Oxon, Selby George Darby, B.A. Cantab., Herbert Gordon Davies, Alfred John Michael Maidlow Davis, B.A. Cantab., John Richard Francis Daw, George William Dean, B.A., LL.B. Cantab., Cuthbert George Frederick Dearden, LL.B. Liverpool, Fred Dewhurst, David Ireland Dobell, John Donnelly, B.A., LL.B. Cantab., John Kidall Lloyd Edwards, Henry Marjoribanks Egerton, B.A. Cantab., Herbert Bruce Elliott, Sidney Charles Elphick, John William Emmerson, Beryl Mair Rosser Evans, Roland Arthur Evans, B.A. London, Alcuin Edward Feeny, Norman William Stoakes Franks, Bernard Barnet Freedman, LL.B. Leeds, Mowbray Garden, Raymond Frank Gardner, Abraham Goodman, LL.B. London, Cyril Joshua Goodman, Laurence Cecil Bartlett Gower, LL.M. London, Arthur Frank Lowe Griffin, LL.B. Birmingham, Charles James Estlin Grundy, Betty Harris, Jesse Lionel Harrison, Donald Wagstaffe Hay, Peter Nelson Hayes, Maurice Herbst, George Albert Hotter, Alfred William Hounsome, Thomas Clifford Hughes, John Owen Hunt, B.Sc. London, Richard Charles Huntriss, Frank Hurdley, LL.B. Sheffield, Robert John Ingleby, John Barron Irvine, Sidney Jaque, Frank Haining Johnston, Henry Evans Jones, LL.B. Wales, Leslie Granville Jones, John Graham Kell, B.A. Oxon, Desmond Carew King, B.A. Oxon, William Edward Lambert, Edward Lancaster, Arthur Goodridge Lanham, Charles Robert Lee, Robert Frederick Letts, Gershon Levy, Joseph Benjamin Levy, LL.B. Manchester, Frank Thomas Lewis, Israel David Lewis, B.A. Oxon, John William Limmer, George Frederick Loewi, B.A. Cantab., Geoffrey Edward Logsdon, Frederick William Peter Lupton, Kenneth Macduff, LL.B. Manchester, George Stanley Mace, Charles George Manser, Alan Loynd Margerison, LL.B. Manchester, John Newby Mason, M.A. Cantab., Jacob Mazure, M.A. Glasgow, Thomas Murray Mills, B.A. Oxon, John Patrick Kingdon Mitchell, Harry Kenneth Muff, John Henry Munkman, Kenneth Clive Murdoch, Maurice Sidney Myers, Leslie Mortimer Nathanson, Leslie Ernest Page, Robin Henry Palmer, Alexander Vernon Fitzroy Parker, Thomas Ramsay Parrott, B.A. Oxon, James William Pearce, B.A., LL.B. Cantab., Francis Layton Perkins, Jack Edwin Percy Perrier, B.A. Cantab., George Charles Boyce Peters, Richard Weston Parsons Peters, John Francis Pick, Charles Pemberton Pickles, Donald Mackay Pitt, Andrew Frederick Arthur Powles, Peter Fulke Prideaux, Arthur Langdon Joseph Prime, Michael Logan Prior, Charles Henry Gilliatt Proctor, B.A. Cantab., John Francis Warre Rathbone, The Right Hon. Lord Rathcreedan, B.A. Oxon, Clifford Rhodes, William Derick Richards, George Arthur Robert Richardson, Richard Rimington, William Ritchie, B.A. Oxon, Herbert Malcolm Rix, Donald Owen Roberts, Graham Chatfeild Roberts, Albert Maurice Norval Rodgers, B.A. Cantab., William Francis Ryan, Peter Crofton Sanders, David Victor Sassoon, B.A. Oxon, Norman Graham Saunders, B.A. Oxon, Thomas Bodley Scott, B.A. Cantab., Thomas Brook Seldon, James Stanislao Burns Selkirk, LL.B. Birmingham, John Charles Sellars, Cecil Servian, John Seymour, Andrew Shirlaw, Stanley Sidebotham, Bryan Smart, James Alfred Smith, Laurence Arthur Smith, Philip Coles Spooner, John Melior Stevens, Alan Gordon Stirk, Max Geoffrey Strelling, Guy Reginald Summerhays, Clifford Louis Symons, Alfred Nelson Tatton, Edward Rolland McNab Taylor, Philip Taylor, Raymond John Tearle, Kenneth David Treasure, George Hamilton Turner, James David Watson, John Harry Weatherhead, Ernest Frederic Anselm Farren White, B.A. Oxon, Gilbert Rathbone Whitehead, B.A. Oxon, Percy Kenneth Stiles Wilkinson, B.A., LL.B. Cantab., Henry John Willey, Daniel Sibbald Rowland Williams, B.A. Oxon, Montague Gordon Williams, Thomas Wyndham David Williams, Henry Marcus Winocour, Gordon Micklem Winterbotham, B.A. Cantab., Allen Sidney Wisdom, Peter Watson Wood, Charles John Gordon Woolley, William Edward Barlow Wordsworth, B.A. Cantab.

Number of candidates for Trust Accounts and Bookkeeping, 402. Passed, 262.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 18th and 19th March, 1935 :—

Albert Leslie Roope Adams, Edward George Jennings Addenbrooke, B.A. Oxon, Edward David Eden Andrewes, B.A. Oxon, William Knox Angus, Rhys ap Llewelyn, Clarence Humphrey Armitage, M.A. Cantab., Francis Reginald Allen Armstrong, B.A. Cantab., Basil Arnold, Edward Astin, LL.B. Leeds, Bernard Frank Baker, Ebenezer Richard Barker, Michael Falkner Bevington, Michael Percy George Bowman, Stanley Briggs, Herbert Dickinson Burrough, B.A. Cantab., John Carew-Jones, B.A. Cantab., Oswald Cargill, John Ryder Campbell Carter, Michael Skillicorn Close, B.A. Oxon, Cyril Alfred Coleman, George Eric Colthorpe, LL.B. London, Percy Lewis Cox, Charles William Harold Davenport, Gladys Gertrude Davies, Henry Ralph Davies, Howell Norman Davies, Alfred John Davis, Robert Joseph Deckers, Gerald Arthur Ealand, Herbert Swainson Ellis, Leonard Percy Thomas Ellis, John William Alexander Ensor, Edgar Warwick Fedden, M.A. Cantab., Arnold Aaron Finer, Edward Hall Foottit, B.A. Cantab., Wilfrid Forden, Norman McDonald Fowler, Maurice Richmond Fox, Cecil Harold Genese, LL.B. London, Mark Asty George, Wilfred Henry Gibbs, Geoffrey George William Grazebrook, B.A. Cantab., Alan Kirton Guest, Thomas Macdonald Hagenbach, M.A. Cantab., Robert Bousfield Hamilton, B.A. Oxon, Norman Percival Hatt, Albert Edward Heaviside, Thomas Ruthven Hepworth, Kenneth Piers Hickman, Stephen Paull Jewill Hill, Vivian Gerald Hines, Archibald Thomas Hood, Tudor Howard-Williams, B.A. Cantab., Frederick Newey Huggins, M.A. Oxon, Reginald Bede Hutchinson, Roy George Huxtable, Edward John Inch, Norman Haygarth Inman, Evan Stuart Maclean Jack, B.A. Cantab., James Andrew Jones, LL.B. London, Joseph Labovitch, LL.B. Leeds, Arthur Clifford Larke, Eric Laycock, John Clifford Leach, LL.B. Leeds, Alan Guy Fishwick Leather, Keith Daniel Lewis, Gerald Liversidge, B.A. Cantab., Ronald Aldwyn Lloyd, Reginald Hardinge Lloyd-Jones, M.A. Oxon, Thomas Pearson Lund, LL.B. Leeds, Ralph Christopher March, LL.B. Birmingham, Albert Edward Martin, Harry Francis Elliott Mathews, John Sale Collingwood Maughan, B.A. Cantab., Jack Mee, Richard Major Merry, Richard Valentine Mirams, LL.B. Birmingham, Dennis Gordon Moore, Robert Vernon Mosse, Jonathan Anthony Musgrave, Francis Donald Newton, LL.B. Manchester, Gerald Kinder Nice, John Ronald Lewis Nicholson, M.A. Cantab., Francis Dudley Offer, B.A. Cantab., Alfred John Parish, Leonard Kendall Parry, John Harold Germain Parsons, Hugh Aylmer Pryse Phillips, B.A. Oxon, Harold Radcliffe Philpot, Algernon Frederick Seton Pollock, David Ffinlo Quirk, Archibald William Ramsbottom, B.A. Oxon, Joseph Alfred Ramsey, Leslie Rayner, William Tyler Ricketts, Frederick William Roberts, Stuart Kerfoot Roberts, William Denby Roberts, B.A. Oxon, Kenneth Charles Robertson, Edward Hardwicke Sainsbury, Walter Savage, William Solomon Sedley, B.Com., B.Sc. London, Nathan Silverbeck, LL.B. Liverpool, Robert James Tull Smith, LL.B. London, George Soulsby, Leslie Southern, Frank Bertram Stableford, Thomas William Tapping, Cyril James Thackery, Thomas Tivendale, Kathleen Trafford Tomlinson, John Heaton Toulmin, B.A. Cantab., Harry George Walden, LL.B. London, John Eldon Walker, Ewan Perrins Wallis-Jones, LL.B. Wales, William Edmund Tillotson Walsh, LL.B. Manchester, John Talbot Warwick, LL.B. London, Arthur George William Wash, John Francis Meryon Watson, Reginald William Wells, Samuel Lloyd Whiteley, LL.B. Birmingham, Horace Raymond Williams, Leslie Jameson Williams, Stuart Muir Wilson, Anders Meredith Woll, Edwin Walker Wright, George Henry Wynne, Charles Alan Oscar Lindsay Ziegler, B.A. Cantab.

No. of Candidates, 261. Passed, 128.

The Council have awarded the following Prizes: To Frederick Newey Huggins, M.A. Oxon, who served his Articles of Clerkship with Mr. Francis Gerald Scott, of Oxford, and Mr. Francis Edward Foster Barham, of the firm of Messrs. Sharpe, Pritchard & Co., of London, the Sheffield Prize, value about £35 (founded by Arthur Wightman, Esq.); to Thomas William Tapping, who served his Articles of Clerkship with Mr. James Lungley, B.A., of Oxford, the John Mackrell Prize, value about £13.

A dinner was given by the Oxford Circuit on the 11th April, in the Inner Temple Hall, to Mr. Justice Porter, upon his recent appointment as one of His Majesty's Judges. The Leader, Sir Reginald Coventry, K.C., presided.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at No. 60, Carey-street, London, on the 3rd April, Mr. T. G. Cowan (in the chair), Sir Norman Hill, Bart., Sir Edmund Cook, C.B.E., Mr. E. E. Bird, Mr. G. S. Blaker (Henley), Mr. P. D. Botterell, C.B.E., Mr. E. D. Bramley (Sheffield), Mr. N. T. Crombie (York), Mr. T. S. Curtis, Mr. G. C. Daw (Exeter), Mr. E. F. Dent, Mr. A. North Hickley, Mr. G. Keith, Mr. C. G. May, Mr. R. C. Nesbitt, Mr. H. F. Plant, Mr. A. B. Urmston (Maidstone), Mr. H. White (Winchester), and the Secretary. The sum of £1,388 was distributed in grants to necessitous cases; six new members were elected; and other general business was transacted.

The Medico-Legal Society.

An Ordinary Meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 25th April, at 8.30 p.m., when a Paper will be read by Dr. Emanuel Miller, on "The Medico-Legal Aspects of Aberrations in Adolescence," which will be followed by a discussion. Members may introduce guests to the meeting on production of the Member's private card.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Royal Assent. [11th April.
Chester Water Works Bill.
Royal Assent. [11th April.
Exeter Corporation Bill.
Reported, with Amendments. [10th April.
Frimley and Farnborough District Water Bill.
Reported, with Amendments. [10th April.
Great Western Railway Bill.
Royal Assent. [11th April.
Land Drainage (Scotland) Bill.
Royal Assent. [11th April.
London Building Act (Amendment) Bill.
Read Second Time. [11th April.
Maidstone Corporation Bill.
Read Second Time. [11th April.
Metropolitan Police (Borrowing Powers) Bill.
Royal Assent. [11th April.
National Gallery (Overseas Loans) Bill.
Royal Assent. [11th April.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Royal Assent. [11th April.
Sea Fisheries (Paglesham) Order Confirmation Bill.
Royal Assent. [11th April.
Stoke-on-Trent Corporation Bill.
Reported, with Amendments. [10th April.

House of Commons.

Folkestone and District Electricity Bill.
Read Third Time. [15th April.
Glasgow Corporation Order Confirmation Bill.
Read First Time. [12th April.
Government of India Bill.
In Committee. [11th April.
Marlow Water Bill.
Reported, with Amendments. [11th April.
Medway Lower Navigation Bill.
Lords Amendments Agreed to. [15th April.
Newcastle-upon-Tyne Corporation (Quay Extension) Bill.
Reported, with Amendments. [11th April.
Northern Ireland Land Purchase (Winding up) Bill.
Read Third Time. [12th April.
Norwich Electric Tramways Bill.
Reported, with Amendments. [11th April.
Sharpness Docks and Gloucester and Birmingham Navigation Bill.
Reported, with Amendments. [11th April.
South Shields Corporation Bill.
Read Third Time. [15th April.
West Hampshire Water Bill.
Reported, with Amendments. [11th April.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that Mr. WILLIAM ALLEN, K.C., M.P., be appointed Parliamentary Charity Commissioner, in succession to Sir William Edge, M.P. Mr. Allen, who was called to the Bar by the Inner Temple in 1905, and took silk in 1930, has been Recorder of Newcastle-under-Lyme since 1932.

Mr. JOHN M. DODDS, Solicitor, Deputy Town Clerk of Harrogate, has been appointed Town Clerk, in succession to Mr. J. Turner Taylor. Mr. Dodds was admitted a solicitor in 1925.

Mr. BERNARD C. H. FREEMAN, Deputy Clerk of Tilbury Urban District Council, has been appointed Assistant Town Clerk and Secretary of the Borough Education Committee of Bury St. Edmunds.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

The next Ordinary General Meeting of the Chartered Surveyors' Institute will be held on Monday, 29th April, at 6.30 p.m., when Mr. Holroyd F. Chambers (Chartered Surveyor) and Mr. Louis de Soissons, O.B.E., S.A.D.G., F.R.I.B.A., will read a paper entitled "Working-class Housing in Europe," illustrated with lantern slides.

At the annual meeting of the Institute of Patentees in London recently, Lord Askwith said that in 1934 the number of patents had increased by 685 over the previous year. A few other countries had made a similar increase. In 1933 the British Patent Office received a profit of £173,760, an increase of £27,737 over 1932.

Judge H. L. Beazley, who gave judgment for the London Passenger Transport Board, with costs, at Ilford County Court last Monday, in an action brought by a passenger who fell down the stairs of a bus, said that in his view the Transport Board were not trading for profit. They were carrying on their business for the public benefit.

In consequence of London motorists having observed the speed limit so well the special courts at Bow-street and Clerkenwell to deal with infringements of the 30-mile an hour limit are to be discontinued on 18th May. The number of offences has been less than was anticipated, and future cases will be dealt with by the ordinary courts.

The total number of National Savings Certificates sold is 1,220,790,498, of the cash value of £962,109,308. There are over 100,000 voluntary associations furthering this form of thrift. Cash subscriptions received during 1934 through the City of London Savings Committee, with which 773 associations are connected, amounted to £355,240.

Sir Roger Gregory, treasurer of the Foundling Hospital, Brunswick-square, has been presented with his portrait, painted by Mr. Gerald Kelly, R.A., which had been subscribed for by the governors of the hospital. The portrait is to be hung in the board room of the new Foundling Hospital buildings at Berkhamsted. The presentation was made at the hospital by Lord Blanesburgh on behalf of the governors.

The first prosecution under the Solicitors Act, 1934, was decided by Mr. Bertrand Watson, the Clerkenwell magistrate, on the 10th April, when Horace Copping and Co., Limited, assessors, were fined £10 and ordered to pay £5 5s. costs for doing an act through their servant, John Morley, being a body corporate, of such a nature or in such a manner as to be calculated to imply that they were qualified or recognised by law to act as solicitors.

Motorists from overseas in possession of an international driving permit or a foreign driving licence issued by a competent authority are to be exempt from the driving test. This concession has been made by the Ministry of Transport consequent upon representations by the Automobile Association. The international driving permit serves as a driving licence in all countries adhering to the International Convention but is not valid in the country of issue.

The following resolution, a copy of which has been sent to the Minister of Health, has been passed by the Council of the Incorporated Society of Auctioneers and Landed Property Agents: "That this Council, representative of nearly 3,000 experienced Estate Agents, unanimously urges upon H.M. Government the acceptance of the new Clause (in the Housing Bill, 1935) now under discussion in Committee of the House of Commons, by which it is proposed to give property owners the right of appeal to the County Courts against clearance orders. The Council desires to emphasize that though the personnel of the Society includes men and women of all varieties of political opinions, it is generally recognized that the principle of the Clause is consistent only with natural justice and equity. Therefore it should not be denied."

High Court of Justice.

EASTER VACATION, 1935.

NOTICE.

There will be no sitting in court during the Easter vacation.

The Right Honourable The President of the Probate, Divorce and Admiralty Division will act as Vacation Judge on Thursday, 18th April, 1935.

The Honourable Mr. Justice Branson will act as Vacation Judge from Friday, 19th April, to Monday, 22nd April, 1935, inclusive.

The Right Honourable The President will act as Vacation Judge from Tuesday, 23rd April, to Thursday, 25th April, inclusive. His lordship will sit as King's Bench Judge in Chambers at half-past 10 on Wednesday, 24th April, in Probate, Divorce and Admiralty Court II.

The Honourable Mr. Justice Crossman will act as Vacation Judge from Friday, 26th April, to Monday, 29th April, inclusive.

On days within the above periods, other than Wednesday, 24th April, applications in urgent matters "which may require to be immediately or promptly heard," may be made to their lordships personally or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
April, 1935.

Circuits of the Judges.

Notice:—Civil and Criminal Business will be taken at all the Towns mentioned.

SPRING ASSIZES, 1935.		N. EASTERN.	NORTHERN.
Commission Days.		*Singleton, J.* *Porter, J.*	*Greaves-Lord, J.* *Hilbery, J.*
Saturday	*April* 6	.....	...LIVERPOOL .... (Civil and Criminal)
Tuesday	,, 23	.....	...MANCHESTER... (Civil and Criminal)
Tuesday	,, 30	.....LEEDS ..... (Civil and Criminal)	.....

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 2nd May, 1935.

	Div. Months.	Middle Price 15 April 1935.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 10
Consols 2½%	JAJO	87	2 17 6	—
War Loan 3½% 1952 or after	JD	107	3 5 5	2 19 10
Funding 4% Loan 1960-90	MN	117½	3 8 1	2 19 10
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 5
Victory 4% Loan Av. life 29 years	MS	115½	3 9 3	3 3 5
Conversion 5% Loan 1944-64	MN	121	4 2 8	2 4 9
Conversion 4½% Loan 1940-44	JJ	113	3 19 8	1 19 1
Conversion 3½% Loan 1961 or after	AO	107	3 5 5	3 2 1
Conversion 3% Loan 1948-53	MS	105⅞	2 16 7	2 9 4
Conversion 2½% Loan 1944-49	AO	102⅞	2 8 7	2 2 10
Local Loans 3% Stock 1912 or after	JAJO	95	3 3 2	—
Bank Stock	AO	355½	3 7 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	88	3 2 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95½	3 2 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	92½	3 15 8	—
India 3% 1948 or after	JAJO	83½	3 11 10	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114xd	3 10 2	2 17 10
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 9 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 8 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	109	3 13 5	3 6 7
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 4
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 10
Leeds 3% 1927 or after	JJ	94	3 3 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	85	2 18 10	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	94½	3 3 6	—
Manchester 3% 1941 or after	FA	95	3 3 2	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
†Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 1 0
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 4 1
Nottingham 3% Irredeemable	MN	94	3 3 10	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	113	3 10 10	—
Gt. Western Rly. 4½% Debenture	JJ	124½	3 12 3	—
Gt. Western Rly. 5% Debenture	JJ	136⅔	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	130½	3 16 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference	MA	115	4 6 11	—
Southern Rly. 4% Debenture	JJ	112	3 11 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111½	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	127½	3 18 5	—
Southern Rly. 5% Preference	MA	115	4 6 11	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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